

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

AMAZON.COM SERVICES LLC

Employer

and

Case 10-RC-269250

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION**

Petitioner

**REPORT ON OBJECTIONS AND CHALLENGED BALLOTS,
ORDER CONSOLIDATING CASES,
AND NOTICE OF HEARING**

The petition in this matter was filed on November 20, 2020, by the Retail, Wholesale and Department Store Union (the Petitioner or Union). Pursuant to a Decision and Direction of Election issued on January 15, 2021, an election was scheduled to commence on February 8, 2021, to be conducted via U.S. Mail to determine whether a unit of employees of Amazon.com Services, LLC (the Employer) wish to be represented for purposes of collective bargaining by the Petitioner. That voting unit consists of:

All hourly full-time and regular part-time fulfillment associates, seasonal fulfillment associates, lead fulfillment associates, process assistants, learning coordinators, learning trainers, amnesty trainers, PIT trainers, AR quarterbacks, material handlers, hazardous waste coordinators, sortation associates, WHS specialists, onsite medical representatives, data analysts, dock clerks, transportation associates, interim transportation associates, transportation operations management support specialists, field transportation leads, seasonal learning trainers, seasonal safety coordinators, seasonal process assistants, and warehouse associates (temporary) employed by the Employer at its Bessemer, AL facility; excluding all truck drivers, office clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees, information technology employees, loss prevention specialists, guards, and supervisors as defined by the Act.

The Tally of Ballots prepared at the conclusion of the election and ballot count, and issued to the parties on April 9, 2021, showed that of the approximately 5,867 eligible voters, 738 votes were cast for and 1,798 votes were cast against the Petitioner, with 505 challenged ballots, a number that was not sufficient to affect the results of the election.

The Petitioner timely filed objections to that election, and a hearing was held before a designated hearing officer from May 7, 2021 through May 26, 2021. On August 2, 2021, the hearing officer issued her Report on Objections recommending that certain objections be

dismissed, that certain objections be sustained, and that a second election be directed. The Employer filed exceptions to the hearing officer's findings and recommendations. On November 29, 2021, the Regional Director for Region 10 issued a Decision and Direction of Second Election, and subsequently issued an order on January 11, 2022, scheduling mail ballot election to begin on February 4, 2022, with the ballot count to begin on March 28, 2022.

A request for review was filed by the Petitioner on January 25, 2022, and the Board denied that request on February 4, 2022, stating there were no substantial issues warranting review. The election proceeded, and ballots were mailed to employees employed in the appropriate collective bargaining unit on February 4, 2022.

The Tally of Ballots prepared at the conclusion of the rerun (second) election, and issued to the parties on March 31, 2022, showed that of the approximately 6,153 eligible voters, 875 votes were cast for and 993 votes were cast against the Petitioner, with 416 challenged ballots, a number that is sufficient to affect the results of the election.

On April 7, 2022, both the Petitioner and the Employer timely filed their objections to conduct affecting the results of the election.¹ The Petitioner Union also filed unfair labor practice charges in which certain allegations were coextensive with conduct raised in its objections.

On April 21, 2022, the parties were advised that the determinative challenges and objections filed in this matter would be held in abeyance pending a determination in the pending related unfair labor practice charges filed by the Union in Cases 10-CA-289415, 10-CA-289418, 10-CA-290944, 10-CA-290974, 10-CA-291045, 10-CA-292230, 10-CA-292232, 10-CA-292238, 10-CA-292958, 10-CA-292962, 10-CA-292966 and 10-CA-294283.²

On May 22, 2023, a Consolidated Complaint³ issued in Cases 10-CA-290944, 10-CA-290974, 10-CA-291045, 10-CA-292230, 10-CA-292238, 10-CA-292966, 10-CA-294283, 10-CA-295768, 10-CA-298931, and 10-CA-298933 scheduling a hearing before an Administrative Law Judge to begin on September 25, 2023.⁴

¹ Conduct to be considered in connection with objections to an initial election is that which occurred on or after the date of filing of the petition. *Ideal Electric Mfg. Co.*, 134 NLRB 1275 (1961). This is often referred to as the critical period. Conduct to be considered in connection with objections to a rerun election is that which occurred from the date of the prior election. *Singer Co.*, 161 NLRB 956 fn. 2 (1966). If a rerun election is set aside, there can be a second rerun election.

² This determination was made, in part, because a hearing officer does not have the authority to hear and decide unfair labor practice allegations in a representation proceeding. *Texas Meat Packers*, 130 NLRB 279 (1961).

³ A copy of the Consolidated Complaint is attached as Attachment 1.

⁴ In considering the coextensive unfair labor practice allegations it is noted that "[a] violation of Section 8(a)(1) found to have occurred during the critical election period is, a fortiori, conduct which interferes with the results of the election unless it is so de minimis that it is 'virtually impossible to conclude that [the violation] could have affected the results of the election.'" *Airstream, Inc.*, 304 NLRB 151, 152

THE PETITIONER'S OBJECTIONS

On April 7, 2022, the Petitioner filed twenty-one (21) timely objections to conduct affecting the results of the election as summarized below.⁵ The Employer denies it engaged in any objectionable conduct.

In **Petitioner Objection 1**, the Petitioner alleges that, during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully removed union literature from employee breakrooms, restrooms, and other non-working areas of the facility. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-291045 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Petitioner Objection 1.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 2**, the Petitioner alleges that, during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully applied a rule prohibiting the posting of literature regarding the union campaign in work areas, by knowingly permitting employees to post anti-union messages in work areas, but forbidding other employees from posting pro-union messages in the same work areas. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-295768 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 2.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

(1991), citing *Enola Super Thrift*, 233 NLRB 409, 409 (1977). Moreover, even though the Petitioner may not have specifically raised certain objectionable conduct that occurred during the critical period in its objections or offer of proof, where such conduct was discovered during the investigations of related unfair labor practice charge allegations, I am compelled to set such issues for hearing under the Board's decisions in *Nelson Tree Service, Inc.*, 361 NLRB No. 161 (2014); citing *American Safety Equipment Corp.*, 234 NLRB 501 (1978); and *National Electric Coil Div.*, 184 NLRB 691 (1970). Another issue of consideration is that special remedies may be warranted in certain cases involving objectionable conduct found to have destroyed the conditions for holding a fair election in order to erase the effects of such conduct and to provide the proper atmosphere for holding a rerun election. *Texas Super Foods, Inc.*, 303 NLRB 209 (1991).

⁵ A copy of the Petitioner's Objections is attached as Attachment 2.

In **Petitioner Objection 3**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully applied a rule prohibiting employees from discussing the union with fellow employees during working hours and/or in working areas.

The Petitioner asserts that its Objection 3 was covered by unfair labor practice charge allegations raised in Cases 10-CA-289415 and 10-CA-289418. These charges were withdrawn on April 27, 2022, and not included in the Consolidated Complaint of May 22, 2023. As a result of those investigations, I find that this objection has failed to establish substantial and material issues of fact and is therefore dismissed.

In **Petitioner Objection 4**, the Petitioner alleges that, during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully engaged in surveillance, and/or created the impression of surveillance, of employees engaged in hand-billing and/or other protected concerted activities in the employee parking lot. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-292238 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 4.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 5**, the Petitioner alleges that, during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully engaged in surveillance, and/or created the impression of surveillance, and coerced an employee engaged in discussions about the union and/or other protected concerted activities in an employee breakroom. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-292230 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 5.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 6**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully applied a rule prohibiting non-employee organizers from engaging in union campaign related activities in the employee parking lot area.

The Petitioner asserts that Objection 6 overlaps with an unfair labor practice charge that was filed in Case 10-CA-292232. This charge was withdrawn on August 16, 2022, and not

included in the Consolidated Complaint of May 22, 2023. As a result of that investigation, I find that this objection has failed to establish substantial and material issues of fact, and is therefore dismissed.

In **Petitioner Objection 7**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully engaged in surveillance, and/or created the impression of surveillance, when its agents followed and/or otherwise surveilled the Petitioner's organizers as they visited employees' homes. In support of its contentions, the Petitioner intends to introduce witness testimony from an organizer.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 8**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully threatened employee (b) (6), (b) (7)(C) with discipline for campaigning in support of the Petitioner.

The Petitioner asserts that Objection 8 overlaps with an unfair labor practice charge in Case 10-CA-289415. This charge was withdrawn on April 27, 2022, and not included in the Consolidated Complaint of May 22, 2023. As a result of that investigation, I find that this objection has failed to establish substantial and material issues of fact, and is therefore dismissed.

In **Petitioner Objection 9**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election the Employer unlawfully engaged in surveillance, and/or created the impression of surveillance, and coerced an employee in the presence of other employees in an employee breakroom by stopping the only employee wearing a pro-union button and asking for his name, immediately after the employee had been engaged in protected concerted activities in the breakroom. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-292230 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 9.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 10**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully imposed and/or discriminatorily enforced a new work rule at the facility prohibiting employees from arriving at the premises more than 30 minutes before the start of their shift and from remaining on the premises more than 30 minutes after the end of their shift. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-290974 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 10.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 11**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully engaged in surveillance, and/or created the impression of surveillance, in employee breakrooms when the Employer's agents actively observed employees engaging in protected concerted activities in breakrooms and when the Employer's agents stationed themselves in employee breakrooms during employees' breaks to observe and/or prevent such activities. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Consolidated Complaint and Notice of Hearing in Case 10-CA-292230 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 11.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 12**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully disciplined employee (b) (6), (b) (7)(C) or engaging in protected concerted activity in support of the Petitioner during one of the Employer's anti-union captive audience meetings.

The Petitioner asserts that Objection 12 overlaps with an unfair labor practice charge filed in Case 10-CA-292958. This charge was withdrawn on August 16, 2022, and not included in the Consolidated Complaint of May 22, 2023. As a result of that investigation, I find that this objection has failed to establish substantial and material issues of fact, and is therefore dismissed.

In **Petitioner Objection 13**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully threatened an employee, (b) (6), (b) (7)(C) with termination for engaging in protected concerted activity in support of the Petitioner by warning him not to engage in an argument about the union campaign.

The Petitioner asserts that Objection 13 also overlaps with an unfair labor practice charge filed in Case 10-CA-292958. As noted above, this charge was withdrawn on August 16, 2022 and not included in the Consolidated Complaint of May 22, 2023. As a result of that investigation, I find that this objection has failed to establish substantial and material issues of fact, and is therefore dismissed.

In **Petitioner Objection 14**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully

and/or discriminatorily suspended an employee whose photograph and open support for the Union appeared in Union campaign literature distributed to all eligible voters.

The Petitioner asserts that Objection 14 overlaps with an unfair labor practice charge filed in Case 10-CA-292962. This charge was dismissed on August 25, 2022, and not included in the Consolidated Complaint of May 22, 2023. As a result of that investigation, I find that this objection has failed to establish substantial and material issues of fact, and is therefore dismissed.

In **Petitioner Objection 15**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully retaliated against an employee, (b) (6), (b) (7)(C) by giving (b) (6), (b) (7)(C) less favorable work assignments after (b) (6), (b) (7)(C) expressed support for the Petitioner by wearing a pro-union button at work and was seen (b) (6), (b) (7)(C) engaging in a conversation with a pro-union coworker (b) (6), (b) (7)(C). In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

The Petitioner asserts that Objection 15 overlaps with an allegation raised in an unfair labor practice charge filed in Case 10-CA-292966. As that particular Section 8(a)(3) allegation was not included in the Consolidated Complaint of May 22, 2023, I find that this objection has failed to establish substantial and material issues of fact, and is therefore dismissed.

In **Petitioner Objection 16**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully terminated an employee, (b) (6), (b) (7)(C) for engaging in protected concerted activities in support of the Petitioner. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

I find that this objection raises substantial and material issues of fact that may be best resolved by a hearing.

In **Petitioner Objection 17**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully sent text messages to employees containing false accusations that pro-union employees were harassing coworkers, and the Employer encouraged employees to report such harassment to the Employer's Human Resource department.

I find that this objection raises substantial and material issues of fact that may be best resolved by a hearing.

In **Petitioner Objection 18**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully provided the Petitioner with a voter list which contained substantial errors. In support of its contentions, the Petitioner intends to introduce witness testimony from the Petitioner's representatives.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 19**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully threatened employees with plant closure if the Petitioner won the representation election. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Complaint and Notice of Hearing in Case 10-CA-292230 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 19.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 20**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully required employees to attend anti-union captive audience meetings. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

Following an investigation, on May 22, 2023, the Region issued a Complaint and Notice of Hearing in Case 10-CA-290944 alleging, inter alia, that the Employer violated the National Labor Relations Act by conduct coextensive with Objection 20.

I find that this objection raises substantial and material issues of fact which can be best resolved by a hearing.

In **Petitioner Objection 21**, the Petitioner alleges that during the critical period before the due date for receipt of mail ballots and throughout the course of the election, the Employer unlawfully granted employees a benefit by allowing them extra rest time to attend anti-union captive audience meetings. In support of its contentions, the Petitioner intends to introduce witness testimony from employees.

I find that this objection raises substantial and material issues of fact that may be best resolved by a hearing.

THE EMPLOYER'S OBJECTIONS

On April 7, 2022, the Employer filed eight (8) timely objections to conduct affecting the results of the election as summarized below.⁶ The Petitioner denies it engaged in any objectionable conduct.

In **Employer Objection 1**, the Employer alleges that during the critical period, the Petitioner unlawfully communicated with employees regarding which mailboxes employees

⁶ A copy of the Employer's Objections is attached as Attachment 3.

should or should not use to return their mail ballots for the representation election, and that the Petitioner made false and/or misleading statements regarding the facility's on-site mailbox. In support of its contentions, the Employer intends to introduce witness testimony from employees and the Petitioner's agents.

In **Employer Objection 2**, the Employer alleges that during the critical period, the Petitioner's agents unlawfully visited employees' homes after mail ballots had been sent and that the Petitioner's agents offered to take employees' ballots and mail them, watch employees fill out their ballots, take ballots from employees who indicated they did not intend on voting, and otherwise unlawfully handled or offered to handle employees' mail ballots. In support of its contentions, the Employer intends to introduce witness testimony from employees.

In **Employer Objection 3**, the Employer alleges that during the critical period, the Petitioner's agents unlawfully represented themselves as agents of the Employer when visiting employees at their homes. In support of its contentions, the Employer intends to introduce witness testimony from employees.

In **Employer Objection 4**, the Employer alleges that during the critical period, the Petitioner unlawfully and coercively polled, interrogated, surveilled, and/or created the impression on surveillance among employees. In support of its contentions, the Employer intends to introduce witness testimony from employees.

In **Employer Objection 5**, the Employer alleges that during the critical period, the Petitioner's agents unlawfully visited employees at their homes and offered to supply employees with mail ballots of unknown origin. In support of its contentions, the Employer intends to introduce witness testimony from employees.

In **Employer Objection 6**, the Employer alleges that during the critical period, the Petitioner's agents unlawfully spread false and/or misleading information to employees designed to depress election turnout. In support of its contentions, the Employer intends to introduce witness testimony from employees.

In **Employer Objection 7**, the Employer alleges that at the vote count, the Petitioner unlawfully challenged returned mail ballots for the reasons of "bad address" and "employment status" without any valid basis and/or without good cause in order to depress election turnout. In support of its contentions, the Employer intends to introduce witness testimony from employees, Petitioner agents, and Employer agents.

I find that Employer Objections 1 through 7 raise substantial and material issues of fact which can be best resolved by a hearing.

In **Employer Objection 8**, the Employer alleges that Region 10 of the National Labor Relations Board improperly ordered that a mail ballot election take place, instead of a manual election.

Regarding this objection pertaining to the decision to direct a mail ballot election, such decision is not subject to review through the post-election objections procedure. Instead, a party that opposes a Regional Director's pre-election decision is obligated to file a request for review under Section 102.67 of the Board's Rules and Regulations. The request for review may be filed at any time following the action until 10 business days after a final disposition of the proceeding by the Regional Director. Accordingly, this objection is overruled and dismissed.

THE CHALLENGED BALLOTS

The Tally of Ballots prepared at the conclusion of the rerun (second) election, and issued to the parties on March 31, 2022 showed that there were 416 determinative challenged ballots.⁷ Of the 416 challenged ballots, the Petitioner challenged 269 ballots, the Employer challenged 102, and the remaining 45 ballots were jointly challenged by both parties.⁸ While some votes were challenged for multiple reasons, it appears that the challenges can be sorted into 5 main categories: 2(11) Supervisory Status; Wrong Address; Employment Status (i.e., terminated, no longer employed); Signature Issues; and Envelope or Method of Delivery Issue.

With regard to the challenged ballots in the wrong address and employment status categories, these challenges relate to Petitioner's Objection 18, which claims the Employer provided a voter list that did not substantially comply with its obligations under Board law. The Petitioner asserts that as a result of this error it was unable to effectively determine the number of eligible voters and directly communicate with the employees whose addresses or names were listed incorrectly.

The Employer takes the position in its Objection 7 that the Petitioner's challenges in these categories and its Objection 18 lack validity and are an attempt to disenfranchise eligible voters. In particular, the Employer submits that the Petitioner challenged the following voters for bad addresses, but did not challenge their respective co-tenants: (b) (6), (b) (7)(C) (resides with (b) (6), (b) (7)(C)), who was not challenged, (b) (6), (b) (7)(C) (resides with (b) (6), (b) (7)(C)), who was not challenged, (b) (6), (b) (7)(C) (resides with (b) (6), (b) (7)(C)), who was not challenged, (b) (6), (b) (7)(C) (resides with (b) (6), (b) (7)(C)), who was not challenged, and (b) (6), (b) (7)(C) (resides with (b) (6), (b) (7)(C)), who was not challenged). The Employer adds that both (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) were visited by the Petitioner at their homes at addresses stated on the voter list, but were challenged for a bad address by the Petitioner.

On June 27, 2022, the Petitioner and Employer signed an agreement to sustain 101 challenged ballots and to open and count 4 challenged ballots.⁹ This agreement leaves 311 determinative challenged ballots as unresolved.

⁷ A copy of the March 31, 2022 Tally of Ballots is attached as Attachment 4.

⁸ The names of the challenged voters, the stated reason for each challenge, and the party who made the challenge can be found in the Determinative Challenges Chart as Attachment 5.

⁹ A copy of the STIPULATION, WAIVER AND AGREEMENT TO SUSTAIN ONE HUNDRED AND ONE (101) CHALLENGED BALLOTS AND TO OPEN AND COUNT FOUR (4) CHALLENGED BALLOTS is attached as Attachment 6.

The challenged ballots raise substantial and material issues of fact and law that are best resolved by way of a hearing.

CONCLUSION AND ORDER CONSOLIDATING CASES

Based on the above, and having carefully reviewed the evidence and arguments made by the parties, I find that the evidence described in the offer of proof submitted by the Petitioner in support of its **Petitioner Objections 1, 2, 4, 5, 7, 9, 10, 11, 16, 17, 18, 19, 20, and 21** raise substantial and material issues of fact and could be grounds for overturning the election if introduced at a hearing. I find that the evidence described in the offer of proof submitted by the Petitioner in support of its **Petitioner Objections 3, 6, 8, 12, 13, 14 and 15** do not raise substantial and material issues of fact and are hereby dismissed.

I find that the evidence described in the offer of proof submitted by the Employer in support of its **Employer Objections 1, 2, 3, 4, 5, 6, and 7** raise substantial and material issues of fact and could be grounds for overturning the election if introduced at a hearing. I find that the evidence described in the offer of proof submitted by the Employer in support of its **Employer Objection 8** does not raise substantial and material issues of fact and is hereby dismissed.

I further find that the determinative challenged ballots as summarized above raise substantial and material issues of fact that can best be resolved by hearing.

Having found that certain objections and challenges as outlined above raise material and substantial issues of fact that warrant a hearing, **IT IS ORDERED** that a hearing to receive evidence and resolve the issues raised with respect to **Petitioner Objections 1, 2, 4, 5, 7, 9, 10, 11, 16, 17, 18, 19, 20, and 21; Employer Objections 1, 2, 3, 4, 5, 6, and 7; and the determinative challenged ballots** is hereby approved. As common and interrelated issues exist in Case 10-RC-269250 and Cases 10-CA-290944, 10-CA-290974, 10-CA-291045, 10-CA-292230, 10-CA-292238, 10-CA-292966, 10-CA-294283, 10-CA-295768, 10-CA-298931, and 10-CA-298933, I have duly considered the matter and, in order to effectuate the purposes of the Act, and to avoid unnecessary costs or delay, deem it necessary to consolidate these matters.

ACCORDINGLY, IT IS FURTHER ORDERED, pursuant to Section 102.33 and 102.72 of the Board's Rules and Regulations of the National Labor Relations Board, Series 8, as amended, that Case 10-RC-269250 and Cases 10-CA-290944, 10-CA-290974, 10-CA-291045, 10-CA-292230, 10-CA-292238, 10-CA-292966, 10-CA-294283, 10-CA-295768, 10-CA-298931, and 10-CA-298933 are consolidated for the purposes of hearing, ruling, and decision by an Administrative Law Judge, and that thereafter Case 10-RC-269250 be transferred to and continued before the Board in Washington, D.C., and that the provisions of Section 102.46 and 102.69 of the above-mentioned Rules and Regulations shall govern the filing of exceptions.

NOTICE OF HEARING

Starting at **10:00am (Central Time) on Monday, September 25, 2023, at the Region 10 Birmingham Resident Office located at 1130 South 22nd Street, Suite 3400 Birmingham, Alabama 35205-2870**, the hearing on the unfair labor practice charge allegations, objections and challenges as described above will be conducted before an Administrative Law Judge of the National Labor Relations Board. The hearing will continue on consecutive business days thereafter until completed unless I determine that extraordinary circumstances warrant otherwise.

Dated: June 06, 2023



LISA Y. HENDERSON
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 10
401 W. Peachtree Street, NW
Suite 472
Atlanta, GA 30308

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 10**

AMAZON.COM SERVICES, LLC

and

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION**

**Cases 10-CA-290944
10-CA-290974
10-CA-291045
10-CA-292230
10-CA-292238
10-CA-292966
10-CA-294283
10-CA-295768
10-CA-298931
10-CA-298933**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT, AND NOTICE
OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, **IT IS ORDERED** that Cases 10-CA-290944, 10-CA-290974, 10-CA-291045, 10-CA-292230, 10-CA-292238, 10-CA-292966, 10-CA-294283, 10-CA-295768, 10-CA-298931, and 10-CA-298933, which are based on charges filed by Retail, Wholesale and Department Store Union (“Union”), against Amazon.com Services, LLC (“Respondent”), are consolidated.

This Order Consolidating Cases, Consolidated Complaint, and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent has violated the Act as described below.

1.

The charges in this matter were filed by the Union and served upon Respondent on the dates indicated by U.S. mail:

	Case	Amendment	Date Filed	Date Served
(a)	10-CA-290944		2/22/2022	2/22/2022
(b)	10-CA-290944	First	4/15/2022	4/15/2022
(c)	10-CA-290974		2/22/2022	2/22/2022
(d)	10-CA-290974	First	8/26/2022	8/26/2022
(e)	10-CA-290974	Second	3/17/2023	3/17/2023
(f)	10-CA-291045		2/22/2022	2/23/2022
(g)	10-CA-291045	First	4/27/2022	4/28/2022
(h)	10-CA-291045	Second	8/26/2022	8/26/2022
(i)	10-CA-291045	Third	3/17/2023	3/20/2023
(j)	10-CA-292230		3/14/2022	3/15/2022
(k)	10-CA-292230	First	8/24/2022	8/25/2022
(l)	10-CA-292238		3/14/2022	3/15/2022
(m)	10-CA-292238	First	8/24/2022	8/25/2022
(n)	10-CA-292966		3/25/2022	3/28/2022
(o)	10-CA-292966	First	1/24/2023	1/24/2023
(p)	10-CA-294283		4/18/2022	4/19/2022
(q)	10-CA-294283	First	8/24/2022	10/26/2022
(r)	10-CA-295768		5/13/2022	5/13/2022
(s)	10-CA-298931		7/7/2022	7/8/2022
(t)	10-CA-298931	First	7/22/2022	7/22/2022
(u)	10-CA-298931	Second	9/23/2022	9/23/2022
(v)	10-CA-298933		7/7/2022	7/8/2022
(w)	10-CA-298933	First	7/22/2022	7/22/2022
(x)	10-CA-298933	Second	11/21/2022	11/22/2022

2.

(a) At all material times, Respondent has been a limited liability company with an office and place of business in Bessemer, Alabama (Respondent's facility), and has been engaged in warehousing and distribution of consumer products.

(b) Annually, in conducting its business operations described above in subparagraph (a), Respondent derives gross revenues in excess of \$500,000.

(c) Annually, Respondent sells and ships from its Alabama facility products, goods, and materials valued in excess of \$5,000 directly to points outside of the State of Alabama.

(d) At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

3.

At all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

4.

(a) At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

(i)	(b) (6), (b) (7)(C)
(ii)	
(iii)	
(iv)	
(v)	
(vi)	

(b) At all material times, Respondent has retained labor consultants and/or an employee relations team whose names are unknown to General Counsel and who have been agents of Respondent within the meaning of Section 2(13) of the Act.

5.

About January 15, 2022, and on other dates in January 2022, the exact dates being unknown, Respondent, at Respondent's facility, required its employees to attend meetings during

paid time at which Respondent's agent(s) addressed employees' exercise of their Section 7 rights, namely their choice of whether to support the Union.

6.

About mid-January 2022, the exact date being unknown, Respondent, through (b) (6), (b) (7)(C) and/or other agents whose name(s) are currently unknown to General Counsel, on the workroom floor at Respondent's facility:

- (a) interrogated employees about their union activities and/or sentiments; and
- (b) polled employees about their union activities and/or sentiments.

7.

About January 2022 and February 2022, the exact dates being unknown, Respondent, through agents whose names are currently unknown to General Counsel, during mandatory meetings in the third-floor training room at Respondent's facility:

- (a) threatened employees with the loss of pay if they supported the Union;
- (b) threatened employees with the loss of benefits if they supported the Union; and
- (c) threatened employees with the loss of access to management if they supported the Union.

8.

About January or February 2022, the exact date being unknown, Respondent disparately enforced rules regarding posting of materials in non-work areas by allowing anti-Union materials to be posted in non-work areas but not allowing pro-union materials to be posted in similar areas.

9.

(a) About February 11, 2022, Respondent, by (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C), in the third-floor break room at Respondent's facility:

(i) orally promulgated, and since then has maintained, an overly broad rule prohibiting employee access to its facility thirty (30) minutes prior to the start of a shift and/or requiring employees to leave its facility within thirty (30) minutes at the end of their shift; and

(ii) orally promulgated, and since then has maintained, an overly broad rule limiting employee access to its facility to a reasonable period of time prior to the start of a shift and/or requiring employees to leave its facility within a reasonable period of time at the end of their shift.

(b) Respondent promulgated and maintained the rules described above to discourage its employees from forming, joining, or assisting the Union or engaging in other concerted activities.

10.

About February 11, 2022, Respondent:

(a) by (b) (6), (b) (7)(C), in the third-floor break room at Respondent's facility, removed pro-union literature from the breakroom table(s);

(b) by (b) (6), (b) (7)(C), in the first-floor restroom at Respondent's facility, removed pro-union literature; and

(c) by (b) (6), (b) (7)(C), in the parking lot at Respondent's facility, orally promulgated, and since then has maintained, a rule prohibiting employees from posting pro-Union fliers in the restrooms at Respondent's facility.

11.

About February 24, 2022, Respondent, through (b) (6), (b) (7)(C), at or near the third-floor employee breakroom at Respondent's facility:

(a) engaged in surveillance of employees engaged in union activities;

(b) threatened employees with plant closure if they elected the Union as their certified bargaining representative;

(c) threatened employees that electing a union would be futile; and

(d) promised employees benefits by suggesting the formation of an internal employee committee to discuss workplace issues with management.

12.

About February 25, 2022, Respondent, through (b) (6), (b) (7)(C), at or near the employee parking lot at Respondent's facility, engaged in surveillance of employees engaged in union activities.

13.

On or about June 30, 2022, through the following electronically sent message to its employees, Respondent promulgated the following Off Duty Access rule for its facilities throughout the US, providing, in relevant part:

“During their off-duty periods (that is, on their days off and before and after their shifts), employees are not permitted inside the building or in working areas outside the building.

This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate.”

14.

(a) On or about July 8, 2022, through the following electronically sent message to its employees, Respondent, notified employees that it had removed certain unspecified language from its June 30, 2022, Off-Duty Access policy and that the substance of the Off-Duty Access policy promulgated on June 30, 2022, had not changed, stating:

An important note about the new Off Duty Access Policy

We recently shared our new Off Duty Access Policy. The mobile A to Z webpage where the policy was posted inadvertently included additional language which has since been removed. The substance of the policy has not changed, and you can review it [here](#).

Please note this policy will not be enforced discriminatorily against employees engaging in protected activity.

(b) The hyperlink in Respondent's July 8, 2022, "new Off Duty Access Policy" announcement directed and connected employees to Respondent's Off Duty Access Policy set forth above in subparagraph 14(a).

(c) On or about July 8, 2022, Respondent promulgated and has since maintained at all facilities nationwide, including the facility set forth in paragraph 2 above, the Off Duty Access rule that Respondent promulgated on June 30, 2022, with the exception of the language that stated, "This policy may change from time to time, with or without advance notice and Amazon reserves the right to depart from the policy when deemed appropriate," which language Respondent had removed.

(d) Respondent promulgated and has since maintained its Off Duty Access rule described above in subparagraph 14(a) to discourage its employees from engaging in protected union activities and/or protected concerted activities.

15.

(a) About July 16, 2022, Respondent, through email, promulgated the following unlawfully overbroad rule to employees at Respondent's facility:

No associate is allowed onsite for any reason if they are not scheduled to work. If you have questions or concerns that may arise on a day that you are not scheduled please submit a HR case via the AtoZ app or speak with a manager on your next scheduled shift.

(b) About July 17, 2022, Respondent physically posted the rule described above in subparagraph 15(a) in employee restrooms at Respondent's facility.

(c) Respondent promulgated and maintained the rules described above in subparagraphs 15(a) and 15(b) to discourage its employees from forming, joining, or assisting the Union or engaging in other concerted activities

16.

By the conduct described above, in paragraphs 5 through 15, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

17.

The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above, and to fully remedy the unfair labor practices, the General Counsel seeks an order requiring that Respondent:

(a) physically post the Notice to Employees in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table Top displays) and in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice to Employees by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(b) physically post the Notice of Employee Rights in all locations where Respondent typically posts notices to employees, including but not limited to employee breakrooms (Table

Top displays) in all “inStallments” (employee bathrooms and bathroom stalls), and that Respondent electronically distribute the Notice of Employee Rights by all methods that Respondent communicates with its employees, including but not limited to email, text message, social media, Voice of Associates (VOA) and applications, including the Amazon A to Z app and its “inSites.” The physical and electronic Notice shall be in English and in Spanish and any other languages deemed necessary to apprise employees of their Section 7 rights;

(c) by (b) (6), (b) (7)(C) read the Notice to Employees, in English and Spanish and any other languages deemed necessary, in the presence of a Board agent and the Charging Party, at a meeting(s) convened by Respondent for employees employed at Respondent’s facility, such meeting(s) to be scheduled to ensure the widest possible employee attendance;

(d) schedule with Region 10 of the NLRB a mandatory training session(s) for all Respondent supervisors, managers, and agents (including security personnel and all outside labor or management consultants) covering the rights guaranteed to employees under Section 7 of the Act and submit an attendance list to the Regional Director within 7 days of the training session(s);

(e) hand-deliver and email the signed Notice to Employees to all supervisors, managers and agents, along with written instructions signed by (b) (6), (b) (7)(C), directing them to comply with the provisions of the Notice, and provide the Regional Director with written proof of compliance;

(f) rescind the unlawful “Off Duty Access” rule described above in paragraphs 13, 14, and 15 at all Respondent facilities where that rule is in effect for a period of three years and provide appropriate written and electronic notification to all employees at each of those facilities that Respondent has rescinded the Off Duty Access rule. Should Respondent wish to reinstate the rule after the three-year period, Respondent must include a disclaimer that Respondent will not apply the rule to Section 7 activities;

(g) allow Union representatives reasonable access to Respondent's bulletin boards and other places where notices to employees are customarily posted;

(h) allow Union representatives reasonable access to Respondent's facilities in non-work areas during non-work time; and

(i) all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the consolidated complaint. The answer must be **received by this office on or before June 5, 2023, or postmarked on or before June 4, 2023.**

Respondent also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the

required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the consolidated complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **September 25, 2023, at 10:00 am central time, in the C. Douglas Marshall Hearing Room, located at 1130 22nd Street South, Ridge Park Place Suite 3400, Birmingham, Alabama 35205**, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this consolidated complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: May 22, 2023



LISA Y. HENDERSON
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 10
401 W. Peachtree Street, NW
Suite 472
Atlanta, GA 30308

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 10-CA-290944

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

AMAZON.COM SERVICES, LLC

Employer, Case 10-RC-269250

and

**RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION**

Petitioner.

**PETITIONER'S OBJECTIONS TO CONDUCT
AFFECTING REPRESENTATION ELECTION**

Starting February 4, 2022 and ending March 25, 2022, the National Labor Relations Board ("Board") conducted a second representation election by mail ballot among employees of Amazon.com Services, LLC ("Employer") regarding representation by the Retail, Wholesale and Department Store Union ("Union"). The Union hereby submits the following Objections to conduct affecting the results of the Election pursuant to 29 C.F.R. § 102.69 and its rights under the National Labor Relations Act ("Act"). The Union will submit evidence to the Board in support of these Objections as required by 29 C.F.R. § 102.69.

Separately, and cumulatively, the following Objections constitute conduct which prevented a free and uncoerced exercise of choice by the employees, undermining the Board's efforts to provide "a laboratory in which an experiment may be conducted, under conditions as nearly as ideal as possible, to determine the uninhibited desires of the employees." *In re Jensen Enterprises*, 339 NLRB 877 (2003) (citing *General Shoe Corp.*, 77 NLRB 124 (1948)). Accordingly, these objections constitute grounds to set the election aside.

1. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer's agents unlawfully and/or discriminatorily removed literature supporting the Union from non-work areas.

2. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer discriminatorily applied a rule prohibiting the posting of campaign literature in work areas. The Employer knowingly permitted employees opposing the organizing drive to post anti-union messages in work areas but denied employees supporting the union from posting pro-union messages in the same work areas.

3. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily applied a rule prohibiting employees from discussing the Union with co-workers during working hours and/or in working areas.

4. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer's agents engaged in surveillance and/or created the impression of surveillance of employees engaged in protected concerted activities in the employee parking lot.

5. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer's agents engaged in surveillance and/or created the impression of surveillance of employees engaged in protected concerted activities in the employee break room and/or other non-work areas.

6. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer discriminatorily enforced a rule prohibiting non-employee organizers from engaging in campaign related activities in the employee parking lot.

7. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer's agents followed and/or otherwise engaged in surveillance of Petitioner's organizers as they visited employee homes.

8. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily threatened or warned an employee with disciplinary action for campaigning in support of the Union.

9. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer's agents unlawfully and/or discriminatorily stopped the only employee wearing a pro-union button in front of other employees and requested the employee's name and then left without further explanation. The employee had been speaking to co-workers about the Union campaign while in the third floor breakroom during a break. This conduct had a chilling effect on workers willing to engage with employees supporting the Union.

10. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily imposed a new access rule prohibiting employees from arriving at BHM1 30 minutes prior to the start of their shift or remaining on the premises of BHM1 more than 30 minutes after the end of their shift.

11. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully interfered with an employee engaged in protected activities in the employee break room.

12. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily suspended an employee who openly supported and campaign in favor of the Union for conduct during a captive audience meeting.

13. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily threatened an open and strong supporter of the Union that if he had another argument with a co-worker regarding the organizing campaign that he would be terminated. As a result of the threat and/or unlawful imposition of a work rule, the employee refrained from talking to co-workers about supporting the Union.

14. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily suspended an employee whose photograph and open support for the Union appeared in Union campaign literature distributed to all eligible voters.

15. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer's agent and supervisor discriminated and retaliated against employees for wearing pro-union buttons or expressing support for the Union. The supervisor told one pro-union employee not to speak with (b) (6), (b) (7)(C) because (b) (6), (b) (7)(C) with the devil." This supervisor created the impression of surveillance and/or actively engaged in surveillance of the protected activities of employees under (b) (6) supervision.

16. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily terminated an employee who spoke in support of the Union during captive audience meetings and who appeared in pro-Union literature distributed to all eligible employees.

17. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully and/or discriminatorily blasted several text messages to all employees falsely accusing the employees who supported the Union of harassing co-workers and encouraging employees to report to human resources any conduct they believed was harassment. When employees complained that employees opposing the Union had harassed co-workers, the Employer refused to investigate the allegations and refused to text all employees to report such harassment.

18. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer provided the Union with a voter list that contained substantial errors. Approximately twenty percent of the addresses of eligible voters listed on the voter list were incorrect.

19. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer unlawfully threatened an employee with plant closure if the Union was voted in as the collective bargaining representative of the employees.

20. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer required all eligible voters to attend anti-union meetings; thereby coercing employees into participating in its anti-union campaign efforts.

21. During the critical period before the due date for receipt of mail ballots and throughout the election, the Employer granted a benefit by allowing employees to leave work and rest during a meeting with full pay.

Date: April 7, 2022

Respectfully submitted,

/s/George N. Davies

George N. Davies

/s/Richard P. Rouco

Richard P. Rouco

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Counsel for Petitioner

Retail, Wholesale and Department Store Union

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the Petitioner's Objections to the Election was filed today, April 7, 2022, using the NLRB's e-filing system and was served by email upon the following:

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bnixon@constangy.com

/s/Richard P. Rouco

AMAZON.COM SERVICES LLC,
Employer,
and
RETAIL, WHOLESALE AND
DEPARTMENT STORE UNION,
Petitioner.

Pursuant to Section 102.69(a) of the National Labor Relations Board’s Rules & Regulations, 29 C.F.R. §102.69(a), Amazon.com Services LLC, (“Amazon” or the “Company”), respectfully submits the following objections to the mail ballot election and to the conduct of that election:

¹ See Why a mailbox continues to loom over Amazon union vote at Alabama warehouse, <https://www.npr.org/2022/01/26/1075833289/why-a-mailbox-continues-to-loom-over-amazon-warehouse-union-vote-in-alabama> (last visited April 7, 2022).

Much of Petitioner's conduct was in direct violation of the Region's January 11, 2022 Order that neither "party shall issue a directive, suggestion, or other statement to voters concerning use of the mailbox [at BHM1] for the purposes of this election."

OBJECTION 2 - Amazon objects to Petitioner going to the homes of Associates after the Region mailed out voter kits and offering to: take Associates' ballots and mail them for Associates; watch Associates fill out their ballots; take ballots from Associates who indicated they did not intend on voting; and otherwise handling ballots. This conduct was in direct contravention of the Board's Instructions to Eligible Employees Voting By United States Mail included with the Notice of Second Election.

OBJECTION 3 - Amazon objects to Petitioner representing themselves as agents or representatives of Amazon while visiting Associates at their homes.

OBJECTION 4 - Amazon objects to Petitioner's conduct throughout the critical period of coercively polling, interrogating, and surveilling Associates. Amazon also objects to Petitioner's conduct creating the impression of surveillance amongst Associates. This conduct coerced Associates in the exercise of their Section 7 rights.

OBJECTION 5 - Amazon objects to Petitioner visiting Associates in their homes and improperly offering to supply them with ballots of unknown provenance.

OBJECTION 6 - Amazon objects to Petitioner engaging in misrepresentations to Associates designed to depress the turnout in the election.

OBJECTION 7 - Amazon objects to Petitioner challenging returned mail ballots on the basis of "bad address" or "employment status" without any valid basis to do so, or otherwise without good cause to challenge the eligibility of voters in violation of Section 102.69(a)(6) of the Board's Rules and Regulations, in an effort to disenfranchise eligible voters and depress the

turnout in the election.

OBJECTION 8 - Amazon objects to the Region directing a mail-ballot election in the above-captioned matter, when Regions throughout the country were conducting preferable manual, in-person elections during this time. Both Amazon and the Petitioner requested a manual election, which could have been safely conducted, as evidenced by the Region's *sua sponte* decision to make the ballot count in-person. The decision to have an exclusively mail-ballot election depressed voter turnout.

Dated: April 7, 2022

Respectfully Submitted,

/s Robert T. Dumbacher

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*Counsel for the Employer,
Amazon.com Services LLC*

CERTIFICATE OF SERVICE

I hereby certify that on this 7th day of April, 2022, I filed the foregoing document electronically using the NLRB e-filing system and have served a copy of the same by electronic mail to:

George Davies, Esq.
Nicolas Stanojevich, Esq.
Richard Rouco, Esq.
Quinn, Connor, Weaver, Davies & Rouco LLP

2 20th Street North, Ste 930
Birmingham, AL 35203
gdavies@qcwdr.com
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Counsel for Petitioner

Joshua Brewer
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Lisa Henderson
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Lanita Cravey
Field Examiner, Region 10
lanita.cravey@nlrb.gov

/s/ Robert T. Dumbacher
Robert T. Dumbacher, Esq.

Counsel for Amazon.com Services LLC

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

AMAZON.COM SERVICES LLC

Employer

Retail, Wholesale and Department Store Union

Petitioner

Case No. 10-RC-269250 Date Filed: November 20, 2020

Date Issued 3/31/22

City Bessemer State Alabama

Type of Election:
(Check one:)

☐ Stipulation ☐ 8(b) (7)

☒ Board Direction ☒ X Mail Ballot

☐ Consent Agreement

☐ RD Direction Incumbent Union (Code)

(If applicable check either or both:)

TALLY OF BALLOTS

The undersigned agent of the Regional Director certifies that the results of tabulation of ballots case in the election held in the above case, and concluded on the date indicated above, were as follows:

1. Approximate number of eligible voters 6,153
2. Number of Void ballots 59
3. Number of Votes cast for Retail, Wholesale, and Dept. Store Union 875
4. Number of Votes cast for
5. Number of Votes cast for
6. Number of Votes cast against participating labor organization(s) Retail, Wholesale and Department Store Union 993
7. Number of Valid votes counted (sum 3, 4, 5, and 6) 1,868
8. Number of challenged ballots 416
9. Number of Valid votes counted plus challenged ballots (sum of 7 and 8) 2,284
10. Challenges are not sufficient in number to affect the results of the election.
11. A majority of the valid votes counted plus challenged ballots (Item 9) has not been cast for Retail, Wholesale and Department Store Union

For the Regional Director Paul J. Cury

The undersigned acted as authorized observers in the counting and tabulating of ballots indicated above. We hereby certify that the counting and tabulating were fairly and accurately done, that the secrecy of the ballots was maintained, and that the results were as indicated above. We also acknowledge service of this tally.

For Amazon.com Services LLC [Signature]

For Retail, Wholesale and Department Store Union Adam G. Hernandez

For

ATTACHMENT 5

DETERMINATIVE CHALLENGES CHART

Case 10-RC-269250 Election Challenges		ER = Employer Union = Petitioner	
<u>Voter Number</u>	<u>Name</u>	<u>Challenged By</u>	<u>Reason</u>
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ER	Termination
		Union	Wrong Address
		ER & Union	Termination
		ER	Termination
		Union	Signature
		ER	Termination
		Union	Wrong Address
		ER	Termination
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	No Longer Employed
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		Union	2(11) Supervisor, (b) (6), (b) (7)(C)
		ER	Termination
		Union	Wrong Address
		ER & Union	Flap Bad
		Union	Termination
		Union	Wrong Address
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		Union	Signature
		ER & Union	Signature
		ER	Termination

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Union	2(11) Supervisor, No Longer Employed
		Union	Wrong Address
		Union	No Longer Employed
		Union	Wrong Address
		ER	Termination
		Union	Wrong Address
		ER & Union	Signature
		Union	Signature
		Union	Wrong Address
		Union	Signature
		ER	Termination
		Union	Wrong Address
		ER & Union	Both: Signature; Union: Wrong Address
		Union	Wrong Address
		Union	2(11) Supervisor, (b) (6), (b) (7)(C)
		Union	Wrong Address
		Union	No Longer Employed
		Union	2(11) Supervisor
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER & Union	Signature
		Union	Signature
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		ER	Termination
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ER	Termination
		ER	Termination
		ER	Termination
		Union	Wrong Address
		Union	2(11) Supervisor
		Union	Signature
		ER	Termination
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	2(11) Supervisor, (b) (6), (b) (7)(C)
		ER & Union	(b) (6), (b) (7)(C) Flap
		ER	Termination
		Union	Wrong Address, Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER	Signature
		Union	Wrong Address
		Union	Signature
		ER	Termination
		Union	Termination
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address, Signature
		ER	Termination
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Signature
		Union	Signature
		Union	Wrong Address

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ER	Unsealed (partial), Signature
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		ER	Termination
		Union	Wrong Address
		Union	Signature
		Union	No Longer Employed
		ER	Termination
		ER	Termination
		ER	Termination
		ER	Termination
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	Signature
		Union	No Longer Employed
		Union	2(11) Supervisor
		Union	2(11) Supervisor
		ER & Union	ER: Flap Partial; Union: Wrong Address
		ER	Signature
		ER & Union	ER: Signature; Union: 2(11) Supervisor
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		ER & Union	Signature
		ER	Termination
		Union	Wrong Address
		ER	Termination
		ER & Union	Signature
		ER & Union	ER: Unsealed; Union: Signature
		ER	Signature - Flap Over Signature
		Union	Signature

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ER & Union	Both: Envelope Damage; Union: Signature
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		ER & Union	Signature
		Union	Signature
		ER	Termination
		Union	Wrong Address
		Union	No Longer Employed
		ER & Union	Signature
		Union	Signature
		Union	Signature
		Union	Wrong Address
		ER	Termination
		Union	Signature
		Union	Wrong Address
		ER & Union	Signature Under Flap
		Union	Wrong Address
		ER	Method of Delivery (no ID check)
		Union	Wrong Address
		Union	2(11) Supervisor
		Union	Wrong Address
		ER	Termination
		ER	Signature
		Union	Wrong Address
		Union	2(11) Supervisor
		ER & Union	ER: Signature Under Flap; Union: Signature
		ER & Union	Signature / Wrong Name
		ER	Signature
		Union	2(11) Supervisor
		Union	2(11) Supervisor
		Union	2(11) Supervisor
		Union	No Longer Employed
		Union	Wrong Address

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Union	Wrong Address
		ER	Termination
		ER	Signature
		Union	Wrong Address
		Union	2(11) Supervisor, Signature
		Union	Wrong Address
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	Wrong Address
		Union	Employment Status
		ER & Union	Signature
		Union	Signature
		Union	Signature
		Union	Wrong Address
		ER	Signature
		Union	Unsealed (partial)
		Union	Signature
		Union	2(11) Supervisor
		Union	Employment Status
		Union	Wrong Address
		ER	Termination
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER & Union	Signature
		Union	2(11) Supervisor
		ER	Termination
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		ER & Union	Signature
		Union	Signature
Union	Signature		
Union	Signature		
Union	Signature		
ER	Termination		

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Union	2(11) Supervisor
		Union	2(11) Supervisor
		Union	Wrong Address
		ER	Termination
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	Wrong Address
		Union	Employment Status
		Union	Signature
		Union	Signature
		Union	Wrong Address
		ER	Termination
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		ER	Signature Under Flap
		Union	Signature
		Union	Employment Status
		ER	Termination
		Union	Wrong Address and Employment Status
		Union	Wrong Address
		ER	Termination
		Union	Employment Status
		Union	Wrong Address
		ER	Termination
		ER	Termination
		Union	Signature
		Union	Employment Status
		Union	Wrong Address
		Union	Wrong Address
		Union	Signature
		Union	Signature
		ER & Union	Signature
		Union	Wrong Address
		ER	Termination
		Union	Wrong Address

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Union	Employment Status - Not Employed
		ER	Termination
		ER	Signature
		Union	Employment Status
		ER & Union	Signature
		ER	Termination
		ER & Union	Signature
		Union	Wrong Address
		ER & Union	Signature
		ER	Signature
		Union	Wrong Address
		ER & Union	ER: Termination; Union: Wrong Address
		Union	Wrong Address
		ER	Termination
		ER	Termination
		Union	Wrong Address, Signature
		ER & Union	Signature
		ER	Termination
		ER	Termination
		ER	Termination
		ER	Termination
		Union	Wrong Address
		Union	Wrong Address
		ER	Signature - Position on Front
		Union	Employment Status
		Union	Wrong Address
		ER & Union	Union: Wrong Address; ER: Signature Under Flap
		ER	Signature
		ER	Termination
		ER & Union	Signature
		ER & Union	Signature
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Union	Wrong Address
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	Wrong Address
		Union	2(11) Supervisor
		Union	2(11) Supervisor
		ER	Termination
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		ER & Union	Signature
		ER	Termination
		Union	Wrong Address
		ER	Signature
		Union	2(11) Supervisor
		Union	2(11) Supervisor
		ER	Termination
		Union	Wrong Address
		Union	Signature
		Union	Signature
		Union	Wrong Address
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	2(11) Supervisor
		ER & Union	Both: Signature; Union: Wrong Address
		Union	Method of Delivery
		ER & Union	Signature
		Union	2(11) Supervisor
		Union	Signature
		Union	2(11) Supervisor
		ER & Union	Signature
		Union	Wrong Address
		ER	Signature - Flap Covers Signature
		Union	2(11) Supervisor, (b) (6), (b) (7)(C)
		Union	Wrong Address
		Union	Employment Status

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ER & Union	Signature
		ER	Signature - Flap
		ER	Termination
		ER	Termination
		ER	Unsealed
		Union	Wrong Address
		Union	Damaged Envelope
		Union	2(11) Supervisor
		ER	Termination
		Union	Wrong Address
		ER	Unsealed (partial)
		ER	Signature - Flap Covers Signature
		Union	Employment Status
		ER	Signature
		Union	2(11) Supervisor
		Union	Wrong Address
		ER	Termination
		ER	Signature - Flap Covers Signature
		ER	Signature - Doesn't Match Name
		ER	Termination
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	2(11) Supervisor
		ER	Termination
		ER & Union	Signature
		ER	Termination
		Union	Signature
		Union	2(11) Supervisor
		Union	Wrong Address, Signature
		Union	Wrong Address
		Union	Wrong Address

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	Union	2(11) Supervisor
		Union	2(11) Supervisor
		Union	Wrong Address
		Union	Wrong Address
		ER & Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		ER	Termination
		ER & Union	Signature
		Union	Wrong Address
		ER & Union	Signature and Wrong Address
		Union	Wrong Address
		Union	Wrong Address
		Union	2(11) Supervisor
		ER & Union	Signature
		Union	Signature
		Union	Signature
		Union	Signature
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		ER	Termination
		ER & Union	Signature
		ER	Termination
		Union	2(11) Supervisor
		Union	2(11) Supervisor
		ER & Union	Signature
		ER	Signature
		Union	Wrong Address
		ER & Union	Envelope
		ER	Envelope
		ER	Termination
		Union	Signature
		ER	Termination

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)	ER	Termination
		Union	Wrong Address
		Union	2(11) Supervisor
		Union	Employment Status
		Union	Wrong Address
		Union	Signature Under Flap
		ER	Termination
		ER	Termination
		Union	2(11) Supervisor
		Union	Signature
		Union	Signature
		ER & Union	Signature
		ER	Termination
		Union	Envelope
		Union	Signature
		Union	Signature/Flap
		Union	Wrong Address
		Union	Signature
		ER	Signature Under Flap
		ER	Termination
		ER	Termination
		Union	Employment Status
		Union	Signature
		ER	Termination
		Union	Wrong Address
		Union	Signature
		Union	Wrong Address
		Union	Wrong Address
		ER	Signature Under Flap
		Union	Signature
		Union	Wrong Address
		Union	Signature
		ER	Signature
Unknown	Unknown	ER & Union	Delivery / No Yellow Envelope

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD REGION 10**

AMAZON.COM SERVICES LLC

Employer

and

Case 10-RC-269250

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION**

Petitioner

**STIPULATION, WAIVER AND AGREEMENT TO SUSTAIN ONE HUNDRED
AND ONE (101) CHALLENGED BALLOTS AND TO OPEN AND COUNT
FOUR (4) CHALLENGED BALLOTS**

On November 20, 2020, the Union filed a petition in this matter seeking to represent the Employer's hourly employees. Pursuant to a Decision and Direction of Second Election issued on November 29, 2021, a second election was conducted by mail balloting in the following unit of employees:

All hourly full-time and regular part-time fulfillment associates, seasonal fulfillment associates, lead fulfillment associates, process assistants, learning coordinators, learning trainers, amnesty trainers, PIT trainers, AR quarterbacks, material handlers, hazardous waste coordinators, sortation associates, WHS specialists, onsite medical representatives, data analysts, dock clerks, transportation associates, interim transportation associates, transportation operations management support specialists, field transportation leads, seasonal learning trainers, seasonal safety coordinators, seasonal process assistants, and warehouse associates (temporary) employed by the Employer at its Bessemer, AL facility; excluding all truck drivers, office clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees, information technology employees, loss prevention specialists, guards, and supervisors as defined by the Act.

The tally of ballots dated March 31, 2022, shows that of the approximately 6,153 eligible voters, there were 875 votes cast for the Union and 993 votes against the Union, with 416 challenged ballots, a determinative number that was sufficient to affect the election results.

During the second election, both the Employer and the Petitioner challenged the ballots of employees whose names appear hereto in Attachment A. The parties hereby stipulate by this Stipulation, Waiver and Agreement that the forty-five (45) employees whose names appear in Attachment A are not eligible to vote and the challenges to their ballots should be sustained. The ballots cast by these employees should not be open or counted.

Also during the second election, the Employer challenged the ballots of employees whose names appear hereto in Attachment B. The parties hereby stipulate by this Stipulation, Waiver and Agreement that the fifty-six (56) employees whose names appear in Attachment B are not eligible to vote and the challenge to their ballots should also be sustained. The ballots cast by these employees should not be open or counted.

The parties hereby further stipulate by this Stipulation, Waiver and Agreement to open and count the ballots of the employees whose names appear in Attachment C. The four (4) employees whose names appear in Attachment C were employed in the appropriate bargaining unit during the eligibility period and are eligible to vote. Further, the Petitioner voluntarily withdraws its challenges to the ballots of employees whose names appear in Attachment C.

The parties further stipulate and agree that upon approval of this Stipulation, Waiver and Agreement to open and count the Challenged Ballots of the employees whose names appear in Attachment C, the Regional Director may proceed to schedule a date to open and count the ballots of the employees in Attachment C at a time and place to be determined by the Regional Director and thereafter issue a Revised Tally of Ballots.

Finally, solely as to the challenged ballots of the individuals listed in Attachment A and Attachment B and the employees listed in Attachment C, it is stipulated and agreed that approval of this Stipulation, Waiver and Agreement by the Regional Director constitutes an express waiver by all parties to their rights under the Board's Rules and Regulations to a Regional Director's report or supplemental decision, to file exceptions to a Regional Director's report or request for review of a supplemental decision and to any right to a hearing or to a Board decision. All of the other ballot challenges by either party, other than the one hundred five (105) resolved by this Stipulation, Waiver and Agreement, remain unresolved, the parties maintain those challenges, and the parties are not hereby waiving any rights with respect to those challenges or any other rights.

Amazon.com Services LLC

(Employer)

By: _____

(Signature)

(Date)

**Retail, Wholesale and Department Store
Union**

(Petitioner)

By: _____

DocuSigned by:
Adam Obermaier
BA067D89352F458...
(Signature)

6/27/2022

(Date)

Recommended:



7/5/2022

LANITA T. CRAVEY, Field Examiner (Date)

Approved this ____ day of _____ 2022.

LISA Y. HENDERSON REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD REGION 10
401 W. Peachtree Street, NE Suite 472
Atlanta, GA 30308

Attachment B

[illegible]

(b) (6), (b) (7)(C)

<div>(b) (6), (b) (7)(C)</div>	<div>(b) (6), (b) (7)(C)</div>	
--------------------------------	--------------------------------	--

Attachment C

Key Number	Employee Name (Last Name, First Name)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS
BOARD REGION 10**

AMAZON.COM SERVICES LLC

Employer

and

Case 10-RC-269250

**RETAIL, WHOLESALE AND DEPARTMENT
STORE UNION**

Petitioner

**STIPULATION, WAIVER AND AGREEMENT TO SUSTAIN ONE HUNDRED
AND ONE (101) CHALLENGED BALLOTS AND TO OPEN AND COUNT
FOUR (4) CHALLENGED BALLOTS**

On November 20, 2020, the Union filed a petition in this matter seeking to represent the Employer's hourly employees. Pursuant to a Decision and Direction of Second Election issued on November 29, 2021, a second election was conducted by mail balloting in the following unit of employees:

All hourly full-time and regular part-time fulfillment associates, seasonal fulfillment associates, lead fulfillment associates, process assistants, learning coordinators, learning trainers, amnesty trainers, PIT trainers, AR quarterbacks, material handlers, hazardous waste coordinators, sortation associates, WHS specialists, onsite medical representatives, data analysts, dock clerks, transportation associates, interim transportation associates, transportation operations management support specialists, field transportation leads, seasonal learning trainers, seasonal safety coordinators, seasonal process assistants, and warehouse associates (temporary) employed by the Employer at its Bessemer, AL facility; excluding all truck drivers, office clerical employees, professional employees, managerial employees, engineering employees, maintenance employees, robotics employees, information technology employees, loss prevention specialists, guards, and supervisors as defined by the Act.

The tally of ballots dated March 31, 2022, shows that of the approximately 6,153 eligible voters, there were 875 votes cast for the Union and 993 votes against the Union, with 416 challenged ballots, a determinative number that was sufficient to affect the election results.

During the second election, both the Employer and the Petitioner challenged the ballots of employees whose names appear hereto in Attachment A. The parties hereby stipulate by this Stipulation, Waiver and Agreement that the forty-five (45) employees whose names appear in Attachment A are not eligible to vote and the challenges to their ballots should be sustained. The ballots cast by these employees should not be open or counted.

Also during the second election, the Employer challenged the ballots of employees whose names appear hereto in Attachment B. The parties hereby stipulate by this Stipulation, Waiver and Agreement that the fifty-six (56) employees whose names appear in Attachment B are not eligible to vote and the challenge to their ballots should also be sustained. The ballots cast by these employees should not be open or counted.

The parties hereby further stipulate by this Stipulation, Waiver and Agreement to open and count the ballots of the employees whose names appear in Attachment C. The four (4) employees whose names appear in Attachment C were employed in the appropriate bargaining unit during the eligibility period and are eligible to vote. Further, the Petitioner voluntarily withdraws its challenges to the ballots of employees whose names appear in Attachment C.

The parties further stipulate and agree that upon approval of this Stipulation, Waiver and Agreement to open and count the Challenged Ballots of the employees whose names appear in Attachment C, the Regional Director may proceed to schedule a date to open and count the ballots of the employees in Attachment C at a time and place to be determined by the Regional Director and thereafter issue a Revised Tally of Ballots.

Finally, solely as to the challenged ballots of the individuals listed in Attachment A and Attachment B and the employees listed in Attachment C, it is stipulated and agreed that approval of this Stipulation, Waiver and Agreement by the Regional Director constitutes an express waiver by all parties to their rights under the Board's Rules and Regulations to a Regional Director's report or supplemental decision, to file exceptions to a Regional Director's report or request for review of a supplemental decision and to any right to a hearing or to a Board decision. All of the other ballot challenges by either party, other than the one hundred five (105) resolved by this Stipulation, Waiver and Agreement, remain unresolved, the parties maintain those challenges, and the parties are not hereby waiving any rights with respect to those challenges or any other rights.

Amazon.com Services LLC

(Employer)

By:



(Signature)

6/27/2022

(Date)

**Retail, Wholesale and Department Store
Union**

(Petitioner)

By:

(Signature)

(Date)

Recommended:



7/5/2022

LANITA T. CRAVEY, Field Examiner (Date)

Approved this ____ day of _____ 2022.

LISA Y. HENDERSON REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD REGION 10
401 W. Peachtree Street, NE Suite 472
Atlanta, GA 30308

Attachment A

Key Number	Employee Name (Last Name, First Name)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)
n	Unknown

Attachment B

[illegible]

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Attachment C

Key Number	Employee Name (Last Name, First Name)
(b) (6), (b) (7)(C)	(b) (6), (b) (7)(C)